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Title: **East Greenbush, Town of and East Greenbush Emergency Communications Association (2004)**

Employer Name: **East Greenbush, Town of**

Union: **East Greenbush Emergency Communications Association**

Local:

Effective Date: **01/01/04**

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5-6/15/04

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7336

**LABOR AGREEMENT
BETWEEN
THE TOWN OF EAST GREENBUSH AND
THE EAST GREENBUSH EMERGENCY COMMUNICATIONS ASSOCIATION**

AGREEMENT

This agreement entered into this 22 day of December 2003, by and between the Town of East Greenbush, Rensselaer County, State of New York, a public employer and the East Greenbush Emergency Communications Association, shall be effective and retroactive to the 1st day of January 2004, through and including the 31st day of December 2006, and shall govern the basic terms and conditions of employment of the members of the East Greenbush Emergency Communications Association during the terms of employment by the Town of East Greenbush, Rensselaer County, State of New York.

These parties further desire, in the interest of clarity and order, to reduce to writing the terms and conditions of employment in accord with the New York State Civil Service Law, Article 14 thereof, as designated in the Public Employees Fair Employment Act of 1967 and any amendments thereof, and all local laws of the Town of East Greenbush, Rensselaer County, State of New York which are not consistent with the aforesaid Act and the Civil Service Law.

The Town of East Greenbush, Rensselaer County, State of New York, shall herein after be referred to as the "TOWN" and the membership of the East Greenbush Emergency Communications Association shall herein after be referred to as the "Association".

**ARTICLE 1
SALARIES**

Section 1: Hiring Rate

All new employees within the Association commencing on the said employee's starting date of employment shall receive the following an Hourly Salary Rate based upon the following schedule of Salaries, which shall be referred to as the "Hiring Rate". This rate will be the salary which will be followed until the member reaches their 1st anniversary at which time said member will advance to the Job Rate.

A members hourly rate shall be calculated by dividing the amount set forth in Section 1 or 2 of this article by Two Thousand Eighty Eight (2088) hours. For example the hourly rate for the 2004 job rate would be \$15.37 (that is, \$32,085 - 2088 hours).

Hiring Rate

2004 : \$31,842 Annual / \$15.25 Hourly

2005 : \$32,886 Annual / \$15.75 Hourly

2006 : \$34,138 Annual / \$16.35 Hourly

RECEIVED

APR 21 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

7

Section 2: Job Rate

Effective the 1st day of January 2004, through and including the 31st day of December 2006, each member of the Association shall receive an Hourly Salary Rate, based upon the following schedule of Salaries, which from herein shall be referred to as the "Job Rate". A member's hourly rate shall be calculated by dividing the Annual Salary by 2088 hours, which is attainable after the employees has completed one year of service within the Association.

A members hourly rate shall be calculated by dividing the amount set forth in Section 1 or 2 of this article by Two Thousand Eighty Eight (2088) hours, For example the hourly rate for the 2004 job rate would be \$14.25 (that is, \$29,750 – 2088 hours).

Job Rate:	2004 : \$32,364 Annual / \$15.50 Hourly
	2005 : \$33,408 Annual / \$16.00 Hourly
	2006 : \$34,660 Annual / \$16.60 Hourly

Section 3 : Longevity

Effective the 1st day of January 2004, through and including the 31st day of December 2006, each member of the Association shall receive an annual increase to their Base Salary Rate as provided in the following schedule, corresponding with each members respective length of service with the East Greenbush Emergency Communications Association. This increase will be obtainable on the respective members anniversary date of employment.

The following schedule will be effective January 1, 2004		
Time in Service	Longevity Amount	Total Add to Base
After 1 Year	\$850.00	\$850.00
After 2 Years	\$850.00	\$1,700.00
After 3 Years	\$850.00	\$2,550.00
After 4 Years	\$850.00	\$3,400.00
After 5 Years	\$850.00	\$4,250.00
After 6 Years	\$850.00	\$5,100.00
After 7 Years	\$850.00	\$5,950.00
After 8 Years	\$850.00	\$6,800.00
After 9 Years	\$850.00	\$7,650.00
After 10 Years	\$850.00	\$8,500.00
After 11 Years	\$850.00	\$9,350.00
After 12 Years	\$850.00	\$10,200.00
After 13 Years	\$850.00	\$11,050.00
After 14 Years	\$850.00	\$11,900.00
After 15 Years	\$850.00	\$12,750.00
After 16 Years	\$850.00	\$13,600.00
After 17 Years	\$850.00	\$14,450.00
After 18 Years	\$850.00	\$15,300.00
After 19 Years	\$850.00	\$16,150.00
After 20 Years	\$850.00	\$17,000.00

Article 1 / Section 3 (Continued)

The following longevity schedule will be effective January 1, 2006

Time in Service	2006 Longevity Amount	2006 Total Add to Base
After 1 Year	\$900.00	\$900.00
After 2 Years	\$900.00	\$1,800.00
After 3 Years	\$900.00	\$2,700.00
After 4 Years	\$900.00	\$3,600.00
After 5 Years	\$900.00	\$4,500.00
After 6 Years	\$900.00	\$5,400.00
After 7 Years	\$900.00	\$6,300.00
After 8 Years	\$900.00	\$7,200.00
After 9 Years	\$900.00	\$8,100.00
After 10 Years	\$900.00	\$9,000.00
After 11 Years	\$900.00	\$9,900.00
After 12 Years	\$900.00	\$10,800.00
After 13 Years	\$900.00	\$11,700.00
After 14 Years	\$900.00	\$12,600.00
After 15 Years	\$900.00	\$13,500.00
After 16 Years	\$900.00	\$14,400.00
After 17 Years	\$900.00	\$15,300.00
After 18 Years	\$900.00	\$16,200.00
After 19 Years	\$900.00	\$17,100.00
After 20 Years	\$900.00	\$18,000.00

Section 4: Senior Dispatcher

The Senior Dispatcher will be a member of The Association selected from the top 3 (three) senior members of The Association by The Town to act as Senior Dispatcher.

Senior Dispatchers Salary Rate, the Senior Dispatcher will earn 3% Annually added to base

ARTICLE II**VACATIONS, LEAVES AND HOLIDAY ARRANGMENTS**

Section 1: Vacations Leave

Effective for the terms of this agreement each member of The Association shall be entitled to the following leave from duty as vacation leave. All leave will be attainable 1 (one) year from original appointment date.

After 1 year -----12 days

After 3 years-----15 days

After 7 years----- 17 days

After 10 years -- 20 days

After 20 years --- 27 days

Section 1a: Leave Carry Over

All members shall be entitled to carry over a maximum of 8 days of unused Vacation, Personal or Birthday Leave to the next calendar year.

Section 2: Birthday Leave

Effective for the terms of this agreement each member of The Association shall be entitled to 1 (one) day leave from duty on each members respective date of birth, as Birthday Leave. Should any such member not be scheduled to work a tour of duty on his/her respective date of birth, such member shall be entitled to 1 day leave from duty granted at the discretion of The Chief of Police for such member's day of Birthday leave as provided herein.

Section 3: Paid Holidays

The following will be Paid Holidays represented by this agreement for 2004-2006:

2004

1. NEW YEARS DAY -----JANUARY 1, 2004
2. MARTIN LUTHER KING DAY -----JANUARY 19, 2004
3. PRESIDENTS DAY -----FEBRUARY 16, 2004
4. EASTER SUNDAY -----APRIL 11, 2004
5. MEMORIAL DAY -----MAY 31, 2004
6. INDEPENDENCE DAY -----JULY 4, 2004
7. LABOR DAY -----SEPTEMBER 6, 2004
8. COLUMBUS DAY -----OCTOBER 11, 2004
9. VETERANS DAY -----NOVEMBER 11, 2004
10. THANKSGIVING DAY -----NOVEMBER 25, 2004
11. DAY AFTER THANKSGIVING -----NOVEMBER 26, 2004
12. CHRISTMAS DAY -----DECEMBER 25, 2004

2005

1. NEW YEARS DAY -----JANUARY 1, 2005
2. MARTIN LUTHER KING DAY -----JANUARY 17, 2005
3. PRESIDENTS DAY -----FEBRUARY 21, 2005
4. EASTER SUNDAY -----MARCH 27, 2005
5. MEMORIAL DAY -----MAY 30 2005
6. INDEPENDENCE DAY -----JULY 4, 2005
7. LABOR DAY -----SEPTEMBER 5, 2005
8. COLUMBUS DAY -----OCTOBER 10, 2005
9. VETERANS DAY -----NOVEMBER 11, 2005
10. THANKSGIVING DAY -----NOVEMBER 24, 2005
11. DAY AFTER THANKSGIVING -----NOVEMBER 25, 2005
12. CHRISTMAS DAY -----DECEMBER 25, 2005

2006

1. NEW YEARS DAY -----JANUARY 1, 2006
2. MARTIN LUTHER KING DAY -----JANUARY 16, 2006
3. PRESIDENTS DAY -----FEBRUARY 20, 2006
4. EASTER SUNDAY -----APRIL 17, 2006
5. MEMORIAL DAY -----MAY 29, 2006
6. INDEPENDENCE DAY -----JULY 4, 2006
7. LABOR DAY -----SEPTEMBER 4, 2006
8. COLUMBUS DAY -----OCTOBER 9, 2006
9. VETERANS DAY -----NOVEMBER 11, 2006
10. THANKSGIVING DAY -----NOVEMBER 23, 2006
11. DAY AFTER THANKSGIVING -----NOVEMBER 24, 2006
12. CHRISTMAS DAY -----DECEMBER 25, 2006

Section 3: (Continued)

All members of the Association who work an eight hour tour of duty on specified paid Holidays shall be compensated with eight hours of overtime pay at the appropriate hourly rate. All members who do not work an eight hour tour of duty on the specified paid Holiday's shall receive an additional eight hours pay at their appropriate regular hourly rate. Members who do work a tour of duty on specified paid holidays shall receive the eight hours of overtime pay in addition to their regular days pay.

Section 4: Sick Leave

- A) Each member of the Association shall receive Ten (10) days of accumulative sick leave on such members 1st Anniversary of Service with the Association.
- B) Each member of the Association shall accumulate sick leave benefits at the rate of 1 day of sick leave for each month of service with the East Greenbush Police Department, commencing on the respective members date of employment with the Police Department, in addition to any other sick leave benefits herein provided.
- C) Sick Leave benefits shall not be accumulated in an amount exceeding Two Hundred (200) Days.

Section 4a: Year End Sick Leave Incentive

The following incentive shall be offered to members regarding sick leave, each member shall receive the following:

0 Sick days used January thru March ---- \$250.00
0 Sick days used April thru June ----- \$250.00
0 Sick days used July thru September --- \$250.00
0 Sick days used October thru December \$250.00

Sick leave incentives will be paid to all members at the end of each respective quarter

Section 5: Personal Leave

Effective for the terms of this Agreement each member of the Association shall be entitled to Accumulate personal leave from duty at a rate of one-half (1/2) day per month of service to a maximum of six (6) days leave from duty for personal leave per year.

Section 6: Notification of Leave

No Vacation, Personal and/or Sick Leave shall be taken from a member of the Association without prior notification of said member in writing.

Section 7: Bereavement Leave

- A) Members of the Association shall be entitled to Bereavement leave in the amount of five (5) work days per death in the event of the death of a member of his/her family.
- B) Bereavement leave will be taken immediately following a death
- C) For the purpose of this agreement, Family shall include the following: Parent, Child, Spouse, Sister, Brother, Grandparent, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Stepchild or Adopted child.

ARTICLE III

OVERTIME, PAY PERIODS, CALL BACK TO DUTY

Section: 1: Overtime

Any member of the Association represented by this agreement who may work in excess of eight hours on any one tour of duty shall be paid at the rate of time and one half (1 ½) per hour so worked, to be based upon such employee's regular wage. Any member of the Association who shall be called back to duty at any time that such member is not regularly scheduled to work shall also be paid at the rate of time and one half (1 ½) of such member's regular hourly rate per hour worked on such call back to duty.

Section 2: Pay Periods

A member shall be paid, on a bi-weekly basis at the member's hourly rate of pay for all hour's worked in the fourteen (14) calendar day period.
see attachment #1 of this agreement for the payroll dates for 2004 and 2006.

Section 3: Call Back to Duty

Call back to duty other than time that is described in Section 1 of this article.

Any member of the Association who is required to appear or give testimony before any Grand Jury, Court, Departmental, or Agency Hearing, which may compel a member's attendance, either by subpoena, written notice, or by direction of a superior officer or the Chief of Police, provided such call back to duty occurs at a time when the member is not on duty, working a regularly scheduled tour of duty.

Section 4: Rate of Call Backs

Any member who shall be called back to duty as defined in Section 1 and Section 3 of this article shall receive a minimum of three (3) hours pay at the rate of time and one half, based upon the respective members regular hourly wage for each call back to duty.

Article III (Continued)

Section 5: Compensatory Time

A member will have the option of receiving "Compensatory Time" in lieu of paid overtime. In the event the member chooses to receive compensatory time, the member will be credited with the equivalent of one and one-half (1 ½) hours of compensatory leave credits for all authorized time worked.

A member who is eligible for compensatory time may accumulate up to Thirty-Two (32) hours in compensatory leave credits at one time. In the event a member accrues more than Thirty-Two (32) hours of compensatory leave credits at one time, the member must either use the leave credits or take the earned time in hours at the appropriate overtime rate.

A member must receive prior approval from the Chief of Police, or designee, to take "Compensatory Leave". A member will be allowed to take compensatory leave without prior notice, provided (1) such leave does not interfere with the immediate and necessary operations of the department; or (2) cause the assignment of overtime to cover the shift; or (3) cause the staffing to drop below minimum staffing.

Section 6: Lateral Transfers

The town may elect to cause the appointment of full time dispatchers through The canvassing of the appropriate civil service list or through a lateral civil service transfer.

In the instance where a member being appointed has prior work experience as a full time, civil service police dispatcher or 911 dispatcher, that member will commence employment at the employee's current job rate or hiring rate which ever is greater which is commensurate with said prior work experience, up to and including time-in-service not to exceed six years, as specified at article 1, section 3.

For the purposes of eligibility only, the provisions of this section shall be retroactive to June 1,2000. No retroactive pay is entitled or authorized under this article prior to its effective date of September 1,2002.

ARTICLE IV GENERAL PROVISIONS

Section 1: Staffing

At no time shall any person who is not a member of the Communications Division of The Town of East Greenbush Police Department be assigned to perform the general duties and tasks of the personnel of said division, unless such member is a sworn member of The East Greenbush Police Department who may be authorized to operate the NYSPIN computer terminal, and any such terminal may thus be operated and is EMD (Emergency Medical Dispatch) certified.

It is the intent of this section to guarantee that two (2) Emergency Communications Dispatchers will be on duty for all shifts. This can be two (2) full time association members or one (1) full time association member and one (1) part time dispatcher.

Section 2: Support Staffing

Members will be required only to ensure adequate staffing of members of the East Greenbush Emergency Communications Center. Staffing concerns of other units serviced by the East Greenbush Emergency Communications Center IE: Police or DPW will be turned over to the respective supervisor of that unit, for them to canvass staffing. Emergency Communications Members will not be expected to solicit staffing of other Units unless in the event of an emergency.

Section 3: Separability

Should any party hereof or any provision herein contained be rendered or declared illegal or unfair labor practices by reason of any existing or subsequently enacted legislation or be any decree of a court of competent jurisdiction, or by the decision of any duly authorized government agency, such invalidation of any such part or portion of this agreement shall not invalidate the remaining portions thereof, provided, however, that upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or provisions rendered or declared illegal or unfair labor practices,. The remaining parts, provisions shall remain in full force and in effect.

Section 4: Past Practice

Any rights, privileges or benefits already accord the employees of The Employer, except as specifically changed or excluded by this Agreement, shall remain in full force and effect during the term of this agreement.

**ARTICLE V
UNIFORMS, MAINTENANCE AND CLEANING**

Section 1: Uniforms

Each member of the Association shall be provided with uniforms following Attachment #2

Section 2: Repair and Replacement

The Town shall borne the cost to repair or replace said uniforms and personal property which is lost, stolen, damaged or destroyed, in the line of duty, provided such repair or replacement does not exceed \$100.00 (One Hundred Dollars) per item.

Section 3: Maintenance and Cleaning

The Town shall provide all reasonable repair and maintenance of all clothing herein provided.

The Town shall contract with a commercial cleaner(s) for the cleaning of uniforms. The Cleaning establishment(s) shall be paid by the Town directly and members shall not be required to pay for the cleaning of any uniform item. There shall be no limitation placed upon the frequency of uniform cleaning.

In the event the Town does not contract with a cleaner(s), the Town shall reimburse all members at a rate of \$7.69 per week (\$400.00 Annually), for each week of each calendar year. Uniform cleaning reimbursement payment shall be made to Assoc. Members on the 1st pay period of December for that calendar year.

**ARTICLE VI
TERMS OF AGREEMENT**

Section 1: Effective Dates

This Agreement shall be effective from the 1st day of January 2004 through and including the 31st day of December 2006.

**ARTICLE VII
TRAINING**

Section 1: Training

A) The Chief of Police shall assign members to attend training seminars, schools and other training programs, subject to prior approval of the Town Board, the cost thereof to be borne by the town.

B) Any and all job training shall be credited as actual time worked by a member in his/her basic work week or period and tour of duty.

C) CPR (Cardiopulmonary Resuscitation) and or 1st Responder will be required for all personnel and must be kept valid. This level of Training will be consistent with the requirements of EMD (Emergency Medical Dispatch) Training to be provided to all personnel.

D) For the purpose of this agreement the establishment of a Training Committee (of the Senior Dispatcher and the Chief of Police) to discuss and outline present and future training needs of the personnel within the Communications Division.

ARTICLE VIII INSURANCE and RETIREMENT

Section 1: Health Insurance

The Town shall continue to pay the cost of the New York State Government Employees Health Insurance program coverage for each member of the Association. The Town's contribution for the above coverage will be 100% for the individual and 80% for the Family Plan. The plan being the Blue Cross (Empire) and Mediprime coverage presently in effect.

For employees hired after 1/1/04 the town will pay 85% of premiums for the individual coverage, with 15% of the individual premium paid by the employee with respect to Mediprime. For employees hired after 1/1/04 the Town will pay 80% for the individual coverage, with 20% of the individual premium paid by the employee with respect to the Empire Coverage.

For employees hired after 1/1/04 the Town will pay 80% of the family health plan coverage, with the employee paying 20% for Mediprime. For employees hired after 1/1/04 the Town will pay 75% of the family health plan coverage, with the employee paying 25% for the Empire Coverage.

Section 2: Dental Insurance

The Town shall provide a Dental Plan of the same equal type and benefit coverage to all Association members as that provided to the employees of the Town. The cost thereof will be borne by the Town.

Section 3: Workers Compensation

Any member of the Association who is injured or becomes ill in the performance of their duties will be covered by the provisions of section 207.C. of the General Municipal Law.

Any member of the Association who is out of work because of the above section will not lose any benefits provided by this agreement. However, it is understood that such employees will not continue to accrue sick leave and vacation. For the purpose of vacation time or any other benefits that are based on seniority, such members seniority shall be calculated without penalty due to illness or injury incurred in the performance of their duties.

Section 4: Funeral Contribution

The Town agrees to contribute to the cost of the Funeral and Related Expenses for any member of the Association who may die in the Line of Duty a maximum amount of \$2,500.00 (Two Thousand Five Hundred Dollars).

Section 5: Liability Insurance

The Town shall retain Liability Insurance for members of the Association and forward to the Association representative annually a copy of Said Certificate of Insurance for the Association to retain on file.

Article VIII (Continued)

Section 6: Retirement

The town will negotiate with the association within 6 months of its passage by NYS 911 Dispatchers Retirement for ½ pay at 25 years of service.

**ARTICLE IX
RESIDENCY**

Section 1: Residency

Employee's principle place of residence shall be in accordance with the town's current residency policy.

ARTICLE X GRIEVANCE PROCEDURE

Section 1: Grievance Rights

Any employee of the Association shall have the right to present grievances in accordance with the procedures as provided herein whenever the employee believes that he/she has been dealt with unjustly or believes that any provisions of this agreement have been violated or misinterpreted.

Section 2: Informal Resolution

The timely and informal resolution of any and all grievances and differences is encouraged by both the Town and the Association with such resolution to be made at the lowest level of supervision possible.

Section 3: Grievance Procedures

Step 1 - Verbal to Senior Dispatcher or Chief of Police

Step 2 - In writing to the Chief of Police, who shall respond to and answer the Grievance within (5) five days receipt thereof.

Step 3 - In writing to the Town Board, through its member who has been designated as the liaison to the Association. The Board shall hear and investigate the grievance within 30 days of the receipt thereof and shall render to the grieving employee its decision within 30 days. The decision of the Board is final and binding.

Section 4: Responses

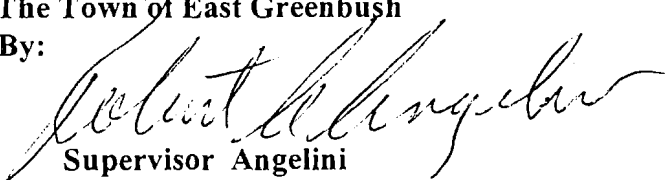
All responses to any filed grievance shall be delivered to the grieving employee in writing. All grievances shall be filled and acted upon according to the above outlined levels of administration and shall proceed to the next highest level only when the issue cannot be resolved to the satisfaction of all parties involved.

AGREEMENT

In witness whereof, the parties have executed this agreement on the date set forth herein.

The Town of East Greenbush

By:




Supervisor Angelini

**The East Greenbush Emergency
Communications Association**

By:



Dispatcher McLaughlin



Dispatcher Boel

2004 - 2006 Emergency Communications Association Contract Index

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ATTACHMENT #1
EMERGENCY COMMUNICATIONS PAY SCHEDULE 2004-06
2004

JANUARY 8,2004
JANUARY 22,2004
FEBRUARY 5,2004
FEBRUARY 19,2004
MARCH 4,2004
MARCH 18,2004
APRIL 1,2004
APRIL 15,2004
APRIL 29,2004
MAY 13,2004
MAY 27,2004
JUNE 10,2004
JUNE 24,2004

JULY 8,2004
JULY 22,2004
AUGUST 5,2004
AUGUST 19,2004
SEPTEMBER 2,2004
SEPTEMBER 16,2004
SEPTEMBER 30,2004
OCTOBER 14,2004
OCTOBER 28,2004
NOVEMBER 11,2004
NOVEMBER 25,2004
DECEMBER 9,2004
DECEMBER 23,2004

2005

JANUARY 6,2005
JANUARY 20,2005
FEBRUARY 3,2005
FEBRUARY 17,2005
MARCH 3,2005
MARCH 17,2005
MARCH 31,2005
APRIL 14,2005
APRIL 28,2005
MAY 12,2005
MAY 26,2005
JUNE 9,2005
JUNE 23,2005

JULY 7,2005
JULY 21,2005
AUGUST 4,2005
AUGUST 18,2005
SEPTEMBER 1,2005
SEPTEMBER 15,2005
SEPTEMBER 29,2005
OCTOBER 13,2005
OCTOBER 27,2005
NOVEMBER 10,2005
NOVEMBER 24,2005
DECEMBER 8,2005
DECEMBER 22,2005

2006

JANUARY 5,2006
JANUARY 19,2006
FEBRUARY 2,2006
FEBRUARY 16,2006
MARCH 2,2006
MARCH 16,2006
MARCH 30,2006
APRIL 13,2006
APRIL 27,2006
MAY 11,2006
MAY 25,2006
JUNE 8,2006
JUNE 22,2006

JULY 6,2006
JULY 20,2006
AUGUST 3,2006
AUGUST 17,2006
AUGUST 31,2006
SEPTEMBER 14,2006
SEPTEMBER 28,2006
OCTOBER 12,2006
OCTOBER 26,2006
NOVEMBER 9,2006
NOVEMBER 23,2006
DECEMBER 7,2006
DECEMBER 21,2006

ATTACHMENT #2
EMERGENCY COMMUNICATIONS UNIFORMS

Each member of the Association will be provided with the following:

- 3 Summer short sleeve shirts/blouses
- 3 Winter long sleeve shirts/blouses
- 3 Pair pants/skirts
- 1 Sweater
- 1 Belt
- 1 Badge and Department I.D. with case
- 1 Tie with Department tie clasp
- 1 pair of footwear
- 1 CS mace w/case
- All brass, name plate with service attachment, patches, etc.
- 1 Key ring with keys to communications door, key box and front door
- 1 Department manual
- 1 locker